

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Construction Management Services for 5600 West Improvement Project Phase 2 B

**SUMMARY:** Approve a professional services agreement with Stanley Consultants, Inc. for construction management services for the 5600 West Improvement Project Phase 2 B, in an amount not to exceed \$155,954.00.

**FISCAL**

**IMPACT:** Funding for this project is available in the Capital Projects Road project account.

**STAFF RECOMMENDATION:**

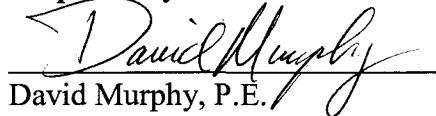
Staff recommends approval of a professional services agreement with Stanley Consultants, Inc. for construction management services for the 5600 West Improvement Project Phase 2 B, in an amount not to exceed \$155,954.00.

**MOTION RECOMMENDED:**

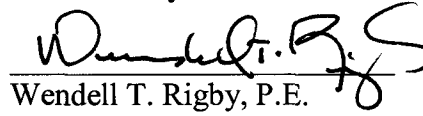
"I move to adopt Resolution No. 14-45 authorizing the Mayor to execute a professional services agreement with Stanley Consultants, Inc. for construction management services for the 5600 West Improvement Project Phase 2 B, in an amount not to exceed \$155,954.00.

Roll Call vote required.


**Prepared by:**

  
David Murphy, P.E.  
Capital Projects Manager

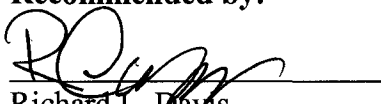
**Reviewed by:**

  
Wendell T. Rigby, P.E.  
Director of Public Works

**Reviewed as to Legal Sufficiency:**

  
Jeffery Robinson  
City Attorney

**Recommended by:**

  
Richard L. Davis  
City Manager

## **BACKGROUND DISCUSSION:**

The 5600 West Phase 2B Improvements Project is one of the largest construction projects the City of West Jordan has ever attempted. Additionally, there are many new subdivisions starting and up to 30 other active construction projects either ongoing already or set to take place over the time frame of the 5600 West project that demand the time of the City's inspectors. This contract for 5600 West requires a full time inspector be 100% dedicated to the inspection of the project. Therefore, staff has moved forward to select a firm through the normal Request for Proposal process that has construction management and inspection experience with large construction projects.

The Request for Proposal (RFP) was advertised in the classified ads of local newspapers as well as sent to 5 firms qualified on the City's SOQ list. The RFP became available for distribution from the West Jordan City Purchasing Division February 10, 2014. Two firms submitted proposals on February 18, Epic and Stanley Consultants, Inc., see attached bid results. The proposals were reviewed and evaluated and Stanley Consultants, Inc. was determined to be the best responsive and responsible submitter.

Stanley Consultant was a part of the construction management team on the recently completed Mountain View Corridor (MVC) project. The team members from Stanley Consultants that will work on the 5600 West Project are already familiar with City staff and processes through their interaction during the MVC project. It is desired that this contract start on March 17, 2014, and run through project completion.

The scope includes on-site inspection, daily reports, nuclear density tests, GPS survey to identify below ground project utilities, quality assurance sampling (compaction, UTBC, granular borrow, concrete and asphalt), Lidar final survey, change order time and material tracking, photo and video recording.

Attachments:

- Resolution
- Agreement
- Evaluation Form

**THE CITY OF WEST JORDAN, UTAH**  
**A Municipal Corporation**

**RESOLUTION NO. 14-45**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE  
CITY OF WEST JORDAN AND STANLEY CONSULTANTS, INC.**

Whereas, the City Council of the City of West Jordan has received proposals for construction management services for the 5600 West Improvement Project, Phase 2B with the best responsive and responsible bid being from Stanley Consultants, Inc. in the amount of \$155,954.00; and

Whereas, the City Council desires to award the contract to Stanley Consultants, Inc. which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Stanley Consultants, Inc. (a copy of which is attached as **Exhibit A**) for construction management services for the 5600 West Improvement Project, Phase 2B has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached agreement with Stanley Consultants, Inc. for construction management services for the 5600 West Improvement Project, Phase 2B is acceptable for an amount not to exceed \$155,954.00.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1. The agreement for construction management services for the 5600 West Improvement Project, Phase 2B is hereby awarded to Stanley Consultants, Inc. which award shall not be binding upon the City of West Jordan until the agreement is fully executed by the parties.
- Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute the Agreement between the City of West Jordan and Stanley Consultants, Inc. in an amount not to exceed \$155,954.00.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 12<sup>th</sup> day of March 2014.

\_\_\_\_\_  
Kim V. Rolfe  
Mayor

ATTEST:

\_\_\_\_\_  
MELANIE S. BRIGGS  
City Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

**Proposal Review****Project:****Construction Management Services for 5600 W Phase 2B****Review Team:**

Greg D., David M., Neil D.

**Review Date Deadline:**

February 25, 3:00 p.m.

Rating Weights (% of total weighted percentage)(example, if weighted % =15%, possible points = 15) (score each proposal area up to percentage weight: ie., between 1-15 pts, 0-5 Fair, 6-10 Good, and 11-15 Exceptional) Costs shall be evaluated together as a group.

<b>Consultant</b>	<b>Weighted %</b>	<b>Epic</b>	<b>Stanley Consultants</b>
<b>Experience, qualifications, availability, location</b>	<b>50</b>	31.67	48.33
<b>Demonstrated understanding of the project</b>	<b>10</b>	9.67	6.67
<b>Scope of work to deliver the desired end product</b>	<b>10</b>	9.33	10.00
<b>Sub-Total</b>		<b>50.67</b>	<b>65.00</b>
<b>Cost</b>	<b>30</b>	30.00	23.99
<b>RFP SCORE</b>	<b>100</b>	<b>80.67</b>	<b>88.99</b>
<b>Total Hours</b>		1823	2328
<b>Expenses</b>		\$124,700.00	\$155,954.00
<b>Hourly Rate</b>		\$68.40	\$66.99
<b>RANK</b>		<b>2</b>	<b>1</b>

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **City of West Jordan Construction Management Services for the 5600 West Improvement Project, Phase 2B**

**THIS AGREEMENT**, made this 12<sup>th</sup> day of March 2014 between the City of West Jordan, a municipal corporation (hereinafter referred to as "City"), and Stanley Consultants, Inc. (hereinafter referred to as "Consultant").

**WHEREAS**, the City desires to obtain construction management services from Consultant, and Consultant desires to provide these services to City. City and Consultant, therefore, agree as follows:

1. **RETENTION AS CONSULTANT.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2 herein. Consultant warrants it has the qualifications, experience and facilities to properly perform these services.

2. **DESCRIPTION OF SERVICES.** The services to be performed by Consultant shall be as follows:

(1) See attached Request for Proposal and Stanley Consultants submitted Proposal. (Exhibit A)

The above services shall be performed in accordance with the City's Request for Proposal inclusive of the Consultant's Proposal dated February 18, 2014 which are incorporated herein by this reference. The Proposal is more fully set forth in Exhibit A which is attached to this Agreement.

3. **COMPENSATION AND PAYMENT.** Except for authorized extra services (pursuant to Paragraph 4), if any, the total compensation payable to Consultant by City for the services described in Paragraph 2 shall not exceed the sum of \$155,954.00.

All payments shall be made within thirty (30) calendar days after the Consultant has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City. Invoices shall be made no more frequently than on a monthly basis, and shall describe work performed.

4. **EXTRA SERVICES.** City shall pay Consultant for extra services which are authorized in writing in addition to the services described in Paragraph 2, in such amounts as mutually agreed to in advance. Unless the City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

5. **SERVICES BY THE CITY.** The City shall perform the following services:

- (1) Provide to Consultant copies of available information related to the project and project site
- (2) Promptly review Consultants work and provide Consultant with comments, if any, in a timely manner.

6. **PROGRESS AND COMPLETION.** Consultant shall commence work on the services to be performed upon receiving an executed copy of this Agreement from the City.

7. **OWNERSHIP OF DOCUMENTS.** All drawings, designs, data, photographs, reports and other documentation, including duplication of same prepared by Consultant in the performance of these services,

shall become the property of City upon termination of the consulting services pursuant to this agreement and upon payment in full of all compensation then due Consultant. The City agrees to hold the Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Consultant is first obtained.

8. **PERSONAL SERVICES; NO ASSIGNMENT; SUBCONTRACTOR.** This Agreement is for professional services, which are personal services to the City. The following persons are deemed to be key member(s) of or employee(s) of the Consultant's firm, and shall be directly involved in performing or assisting in the performance of this work:

Cole Peck  
Louise Watkins

Should these individuals be removed from assisting in this contracted work for any reason, the City shall have the right to approve the replacement individuals assigned to the project or may terminate this Agreement.

This Agreement is not assignable by Consultant, without the City's prior consent in writing.

9. **HOLD HARMLESS AND INSURANCE.**

**A. Indemnity.**

Consultant shall indemnify and hold the City, its elected officials, officers and employees, harmless from all claims, lawsuits, demands, judgments or liability including reasonable attorney's fees, but not limited to, general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent acts, errors and omissions of the Consultant in performing the services described.

**B. Insurance.**

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:

- (1) workers compensation insurance adequate to protect Consultant from claims under workers compensation acts;
- (2) professional errors and omissions insurance in the amount not less than \$1,000,000; and
- (2) general personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 for each claimant and \$1,000,000 for each occurrence related to the injury or death of a person or persons and for property damage. The City, its officers and employees, shall be named as an additional insured.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah which are carry a Moody's rating of not less than B+. Consultant shall provide City with copies of certificates (on the City certificate form) for all policies reflecting the coverage, with an endorsement that they are not subject to cancellation without thirty (30) calendar days prior written notice to City.

10. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties to this Agreement shall be that of independent contractor(s). In no event shall Consultant be considered an officer, agent, servant or employee of City. The Consultant shall be solely responsible for any worker's compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

11. **STANDARD OF CARE.** Consultant services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time Consultant's services are performed. Consultant shall, at Consultant's sole expense reperform any services not meeting this standard.

12. **CORRECTIONS.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to and paid by Consultant. "Errors in the work" as referred to above does not include and shall be in addition to, "redlines" or other standard corrections which are provided to Consultant by City.

13. **TERMINATION BY CITY.** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to, or claimed by, Consultant for anything done, finished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check.

However, approval or payment by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and/or competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents or consultants.

15. **WAIVER; REMEDIES CUMULATIVE.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

16. **CONSTRUCTION OF LANGUAGE OF AGREEMENT.** The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

17. **MITIGATION OF DAMAGES.** In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

18. **RECORDS ADMINISTRATION.** The Consultant shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Consultant for costs authorized by this contract. These records shall be retained by the Consultant for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.

19. **GOVERNING LAW.** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

20. **CAPTIONS.** The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

21. **AUTHORIZATION.** Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

22. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** The Consultant represents that it has not: (a) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Title 2, Chapter 4 of the City of West Jordan Municipal Code.

23. **EQUAL OPPORTUNITY CLAUSE.** The Consultant agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Consultant agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

24. **ENTIRE AGREEMENT BETWEEN PARTIES.** Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.



25. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

26. **NOTICES.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as follows:

TO CITY: CITY OF WEST JORDAN  
David Murphy  
8000 South Redwood Road  
West Jordan, Utah 84088  
Facsimile No.: (801) 569-5127

With a copy to the City Attorney  
Jeff Robinson, City Attorney  
8000 South Redwood Road  
West Jordan, Utah 84088  
Facsimile No.: (801) 569-5149

TO CONSULTANT: Mark Freeman, P.E.  
Stanley Consultants, Inc.  
383 West Vine Street  
Murray, UT 84123  
P: 801-293-8880  
F: 801-

### **EXECUTION OF AGREEMENT**

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.


**CITY OF WEST JORDAN**

**ATTEST:**

\_\_\_\_\_  
Kim V. Rolfe  
Mayor

\_\_\_\_\_  
Melanie Briggs, MMC  
City Recorder

**APPROVED AS TO LEGAL FORM**

  
\_\_\_\_\_  
City Attorney

## CONSULTANT

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_)

:SS

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me,

\_\_\_\_\_, who being by me duly sworn did say that he is the

\_\_\_\_\_ of \_\_\_\_\_, a

corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing in \_\_\_\_\_ County, \_\_\_\_\_

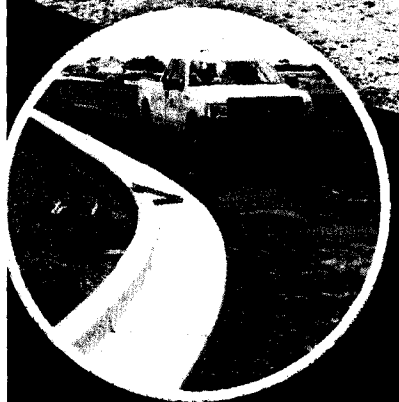
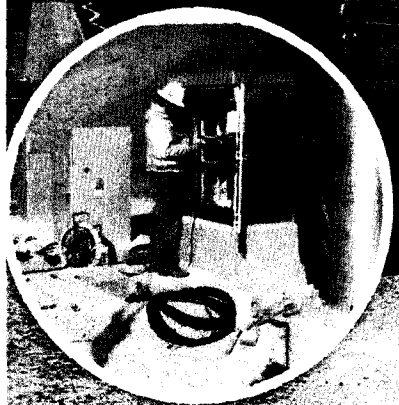
**EXHIBIT A**  
(Consultant Proposal)



**Stanley Consultants** INC.

COLLABORATE. CONNECT. COMPLETE.

Global Engineering Service Provider  
Energy. Environmental. Transportation. Water.



City of West Jordan  
**REQUEST FOR PROPOSAL**  
Construction Management Services for  
5600 West Improvements  
Project Phase 2B

February 18, 2014

West Jordan City  
8000 S. Redwood Rd  
West Jordan, Utah 84088

Subject: 5600 West Improvement Project Phase 2B

Dear Selection Committee:

Stanley Consultants will provide the City of West Jordan a highly qualified construction observer who will communicate and document this important West Jordan City project. Please consider the following key points in our proposal:

**Experience:** We understand that this project is financed solely with West Jordan City money and does not use state or federal funds. We have customized our team to meet only those staffing levels and documentation efforts required by the City. The construction observer we have selected for this proposal has extensive experience working with City staff while working on the Mountain View Corridor project.

**Documentation:** Our proposed construction observer, Cole Peck is equipped with a laptop, camera, video recorder, and a Trimble GPS unit which will be utilized to take shots on utilities for verification of depth, location and as-built information. Cole will complete the daily documentation each day on approved City forms.

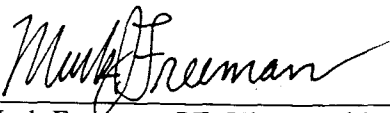
**Coordination:** Cole's position as utility inspector on Mountain View Corridor gave him the opportunity to establish working relationships with City inspectors. Cole recently finished a project with Kilgore Contractors on the 9000 South and 700 West project, and is therefore familiar with their staff and construction methods. He understands schedules and is able to identify the critical path of the schedule, and will notify City staff if construction activities start falling behind schedule.

Our proposed construction observer has reviewed the terms and conditions indicated in the RFP. We intend to participate in the contract and comply with all terms and conditions as indicated in the RFP. Our firm does not discriminate in its employment practices with regard to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap.

As a Vice President and Officer of Stanley Consultants, Mark Freeman is authorized to sign this proposal on behalf of Stanley Consultants. We have included the Conflict of interest form.

During the procurement phase, Ray Carter (Project Manager) and Mark Freeman (Vice Principle) will be your first and second contact person, respectively. •You can reach them at 801.293.8880 (office). Ray's contact information is: 801.557-2385 (cell), and •carterraymond@stanleygroup.com; Mark's contact information is 801-269-3867 (office), and freemanmark@stanleygroup.com.

We appreciate your review of our proposal. Our efficient use of technology along with our experienced Inspector will provide you with a cost effective project that will serve the stakeholders of West Jordan City for many years.



Mark Freeman, PE, Vice President, Office  
Manager Stanley Consultants, Inc.



Raymond Carter, PE, Project Manager  
Stanley Consultants, Inc.

**CONFLICT OF INTEREST AND  
NONCOLLUSION CERTIFICATE**

(To be Executed by Proposer for Professional Services  
and Submitted with the Proposal)

State of Utah

County of Salt Lake ) ss. \_\_\_\_\_)

Mark I. Freeman, \_\_\_\_\_, being first duly sworn, deposes and says that: (1) he or she is Vice President of Stanley Consultants, Inc. \_\_\_\_\_ the party ("Proposer") making the foregoing proposal for professional services; (2) that the proposal is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; (3) that the proposal is genuine and not collusive or sham; (4) that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to submit a sham proposal or to refrain from proposing on the project; (5) that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price of the Proposer or of any other proposer, or to secure any advantage against the public body awarding the Professional Services Agreement or of anyone interested in the proposed Agreement; (6) that all statements contained in the proposal are true; and (7), that the Proposer has not, directly or indirectly, submitted his or her proposal price or any portion thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

The bidder, offeror, or contractor represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

Proposer: Stanley Consultants, Inc. \_\_\_\_\_  
By: Mark I. Freeman \_\_\_\_\_  
Title: Vice President \_\_\_\_\_  
Organization: Stanley Consultants, Inc. \_\_\_\_\_  
Address: 383 West Vine Street \_\_\_\_\_  
Murray, UT 84123 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2. PROJECT TEAM



Cole Peck taking GPS shots on a MVC water line



Cole and Louis have the following certifications:

- American Concrete Institute (ACI)
- Sampling Reduction & Density (SRDT)
- Nuclear Testing Certified
- Concrete (CTT)
- WAQTC (Western Alliance Quality Testing Construction)

Both Cole and Louis worked on the Mountain View Corridor project. They were responsible for the inspection and materials testing of all utilities and signals. They worked with the City of West Jordan inspectors, primarily Brian Montgomery, so the utilities were installed per the City's standards and specifications.

### INTRODUCTION

Stanley Consultants is the leading construction engineering management (CEM) firm in Utah. We excel in construction oversight, inspection, and materials testing. We have performed work for both the public and private sectors including urban and rural roadways and transportation systems. Our team has completed many roadway projects that have included sewer lines, culinary water lines, storm drain systems, pavement, curb, gutter, and sidewalks. We are known for our ability to coordinate with utility owners, property owners, city personnel, and contractors. Stanley Consultants' construction management team is fully available to perform construction observation services for this project.

### PROJECT TEAM & KEY PERSONNEL

We propose using Cole Peck as the full-time construction observer for the 5600 West Improvement Project Phase 3. We are also including Louis Watkins as a back-up construction observer. Louis will be available in the event Cole was sick or otherwise unable to work. Having a back-up allows flexibility and cost savings if the contractor decides that double shifts or excessive overtime is necessary. This also offers the City the ability to provide additional oversight during peak construction activity. The use of a second inspector will be at the discretion of the City of West Jordan. Our materials lab, where Cole and Louis are based, is located at approximately 9000 South and 450 West, ten minutes from the project site.

We understand that the 5600 West Improvement Project does not require the construction observer to test any materials. With the material testing experience and certifications our observers have, they will be able to quickly recognize if the contractor's material tester is sampling and testing materials properly, and if the correct number of tests are being completed.

Cole and Louis have worked on projects augmenting the owner's construction management crews. They are adept at working in harmony with construction management teams outside of Stanley Consultants. This experience translates into refined communication skills and an ability to recognize when an issue should be elevated to the next level. *Cole and Louis are not passive construction observers.* Cole will be in constant communication with the contractor, and City staff. He will review the contract plans and specifications and make sure the contractor is adhering to all contract documents. Cole will also review the schedule and track the progress of construction activities and compare progress to the contractor's approved schedule. If the contractor is not following contract plans and specifications, or is falling behind on construction activities, Cole will immediately notify the appropriate City personnel.

## 2. PROJECT TEAM & 3. AVAILABILITY



Both men understand the importance of good documentation including photos and video records. Our observers complete daily inspection reports on every job and are equipped with laptop computers with Adobe Acrobat software. These field computers allow them to document construction activities as they occur. Cole and Louis are trained in the use of our Trimble GPS rover and will take survey shots on all underground utilities as they are installed, or as directed by City staff. **All of these services are included in our hourly rate.**

As a side note, we are aware that there is recently retired City construction inspectors, Wade Mathews, who may be available to work on this project as a member of Stanley Consultants' staff. As such, he is intimately familiar with the City of West Jordan's construction policies and procedures and would be a valuable resource. We are interested in consulting with him to explore his availability for this project.



### **Cole Peck | Construction Observer**

**Availability** - 100% of Cole's time will be dedicated to this project, through full project completion

**Location** - Approximately 9000 South and 450 West

Cole has worked as a field inspector and tester since 2006. He has an aptitude for quality construction and is responsible for inspecting public infrastructure and roadway projects. His inspection experience includes monitoring the construction and installation of roadways, sanitary sewer lines, culinary water lines, storm drain systems, signals, curb, gutter, sidewalks, and utility lines. He is proficient with APWA Standards and Specifications, city processes, and requirements. He works well with contractors and understands construction performance requirements. He will address any problems in the field and resolve them at the lowest level possible. Cole recently completed inspection of the 9000 South and 700 West Sandy City project, where he worked daily with the Kilgore's crews successfully complete all of the construction activities in accordance with UDOT and Sandy City specifications. This project was extremely time sensitive and Cole worked closely with the Kilgore's foreman and crews to ensure that critical path construction activities were not delayed. This

roadway improvement was awarded "Project of the Year" by Sandy City and Stanley Consultants was recognized for our contributions to the project's success.

Cole is Traffic Control Maintainer certified and is skilled in verifying that the contractor's traffic control plan is set up per the approved plan. The 5600 West project includes construction at the intersection of 7800 South from 5490 West to 6100 West. These locations will require the contractor to have traffic control devices in place. Cole will review and document the status of the traffic control daily and verify that it is set up correctly. He will document and communicate any variance from approved traffic control plans, and if not resolved quickly by the contractor, he will notify the appropriate City staff. Cole has experience inspecting ADA ramps and knows the specifications required to meet federal standards. He has access to a Smart Level to verify that all slopes associated with the ramps are within approved percentages.



### **Louis Watkins | Construction Observer**

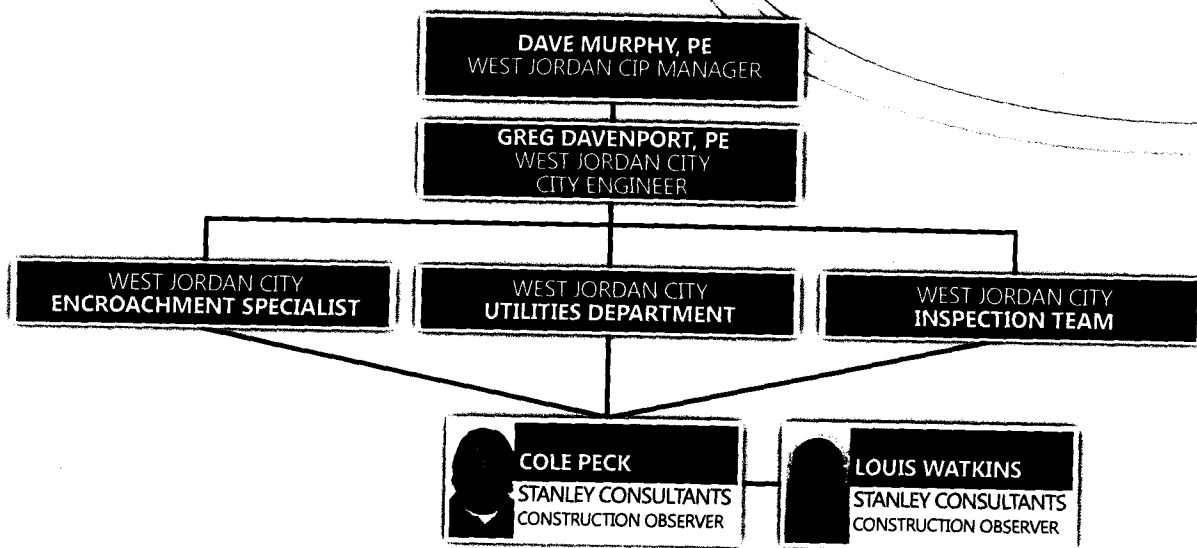
**Availability** - Supplemental role (at the discretion of City of West Jordan)

**Location** - Approximately 9000 South and 450 West

Louis has worked as a field inspector and tester since 2009. He excels in his ability to read and interpret plans and specifications. Louis verifies that all materials placed on a project are approved to be used before they are incorporated onsite. Louis is a skilled communicator and efficiently anticipates and resolves any potential problems. Louis has worked on many local government roads and existing roadway projects which included installing sewer lines, culinary water lines, storm drain systems, granular borrow, asphalt, curb, gutter, sidewalk, and signals. As mentioned, Louis is familiar with the City of West Jordan's standards and specifications, and has worked with the City on the installation of multiple utility lines including culinary water, sanitary sewer, secondary water, and traffic signals.



## 2. PROJECT TEAM



## 4. SCOPE OF WORK

Stanley Consultants will provide the following services. All of the services listed below will be performed by our construction observer. The services and the associated equipment required to perform the work are included in the hourly rate for the construction observer.

**Deliverable** - Daily construction observation reports with pictures, submitted on an approved City form.

**Deliverable** - Weekly video record of the project site, with a hard copy or digital copy, submitted to the City.

Attend weekly construction coordination meetings.

Coordinate with the City Encroachment Specialist and observe project traffic control (documented as part of daily report).

Coordinate with City Utility Departments.

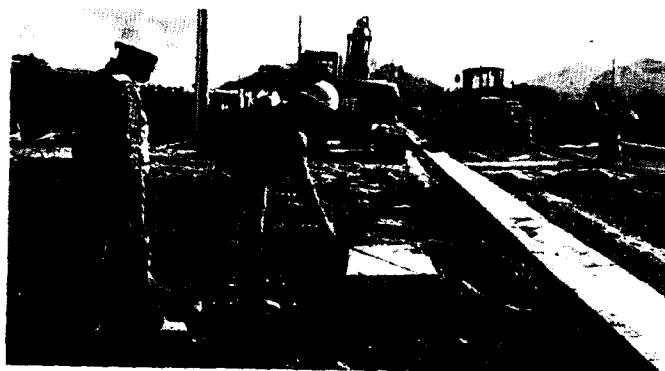
**Deliverable** - Trimble GPS shots on all buried utility lines (submit electronically to the City).

Review and verify pay requests including quantities and collection of job tickets.

Review test results performed by the contractor.

Coordinate and schedule quality assurances.

**Deliverable** - Change order tracking. Log of hours, materials, and equipment used by the contractor to complete change orders. This will be completed on a daily basis and signed by the contractor.



Cole Peck determining where the utility vault is in relation to the proposed sidewalk.

- **Deliverable** - Daily tracking of construction progress on a set of plans.
- Provide final inspection and coordination with pertinent City staff.
- **Deliverable** - Final close-out documentation review, prepare final punch list, and verify that the contractor completed the items on the punch list. Review of the video documentation of gravity pipelines, acceptance recommendations, and final project approval.

# 5. SUMMARY SPREADSHEET



## 5600 West Improvement Project Phase 2B

**Assumptions**

Working Days	270
Project Closeout Days	21
Total Working Days	291
<b>Total Working Hours (8 hr days)</b>	<b>2,328</b>

Project Tasks	Hours	Classification	Notes
Visual Project Documentation	50	Construction Observer	Includes video recordings and pictures.
Weekly Construction Meetings	50	Construction Observer	
Coordination Encroachment Specialist	80	Construction Observer	
Daily Inspection Reports	750	Construction Observer	
Coordination of City Utilities	300	Construction Observer	Includes taking shots with Trimble GPS rover
Pay Estimate Review and Approval	270	Construction Observer	
Review Testing Results	300	Construction Observer	
Change Order Tracking	100	Construction Observer	
Daily Tracking of Construction Progress	200	Construction Observer	
Final Inspection	60	Construction Observer	
Final Closeout	168	Construction Observer	
<b>Total Hours</b>	<b>2,328</b>		

\*All tasks include travel time to the project.

### ADDITIONAL SERVICES AVAILABLE UPON REQUEST

- Nuclear Density Testing
- Concrete testing - slump, air, temperature, cylinders (casting and breaking)
- Scheduling Specialists
- Independent Cost Analysis Specialists
- Construction Engineer Specialist
- Surveying Specialist Including Lidar

### LABORATORY TESTING AVAILABLE UPON REQUEST

- Concrete Strength
- Asphalt Burn Off
- Cores for Asphalt or PCCP
- Sieve Analysis
- Proctors

## 6. SIMILAR PROJECTS & REFERENCES

Stanley Consultants' construction services department has successfully completed over 67 UDOT and local government projects in the last five years. We have learned to take a proactive approach to construction. Our construction observers are highly trained, and have experience working with contractors to deliver a high level of quality. We have worked on numerous projects with critical schedules. Our team members are experienced in reviewing schedules. If critical construction items start to fall behind, we are able to address the issue quickly and efficiently. The following are projects we have completed or are currently working on which follow APWA Standards and Specifications:



9000 South and 700 West Completed in 2013

### 9000 SOUTH AND 700 WEST SANDY, UT

Stanley Consultants provided construction management services, including lab testing, inspection, and materials testing. This project included roadway widening, resurfacing of existing pavement, new traffic signal, new curb, gutter, sidewalk, and drainage features. Our team inspected the installation of new signs and striping. We worked closely with UDOT, Sandy City, the public involvement team, and the contractor to ensure that the City's specifications were followed on the utilities. This project was a time critical project, so we carefully monitored the schedule during construction and tracked the progress of critical and near critical tasks. This is a high volume traffic area that required detailed traffic control inspections. **Cole Peck was the Construction Observer for this project.**

Client: UDOT Region 2 / Sandy City  
Contact: Mike Gladbach  
801.568.2968  
Date of Service: 2013  
Services Contract Amount: \$235,000



### POWDER MOUNTAIN ROADWAY WEBER COUNTY, UT

Stanley Consultants is providing construction observation services for this high-profile project located at the top of Powder Mountain Ski Resort. This project consists of a new three mile road which features forced and gravity sewer lines, culinary water lines, buried power lines, curb, gutter, retaining walls, and a storm drain system. This project is a Weber County project and APWA Standards and Specifications govern design and construction. We completed the observation of the sewer line and the buried electrical conduits in 2013 and will finish construction observation in 2014.

Client: Weber County  
Contact: Jared Anderson, PE  
801.399.8374  
Date of Service: 2013  
Services Contract Amount: \$350,000

### EMPIRE AVENUE RECONSTRUCTION PARK CITY, UT

Stanley Consultants provided construction engineering and design for the reconstruction of Empire Avenue in Park City. The project consisted of pavement replacement, curb, gutter, sidewalk, storm drainage improvements, signing, striping, and utilities. Upper Empire Avenue is a narrow residential street with street side parking and driveway tie-ins. Critical to the project, was maintaining street parking and avoiding drive approach impacts to properties. APWA Standards and Specifications were met by our team. During the construction, the project had significant challenges, including utility coordination. Our team also coordinated business access along the lower commercial portion of this high volume corridor. Other services provided included topographic survey mapping; field survey of the existing road, curb and gutter, driveways, landscaping features, and walls; review of the utilities, including sewer and storm drain manholes, drain inlets, waterlines; and other improvements within the right-of-way.

Client: Park City Municipal Corporation  
Contact: Matt Cassel, PE  
435.640.6409  
Date of Service: 2012  
Services Contract Amount: \$270,000

## 6. SIMILAR PROJECTS & REFERENCES



### BONANZA DRIVE PHASE 2

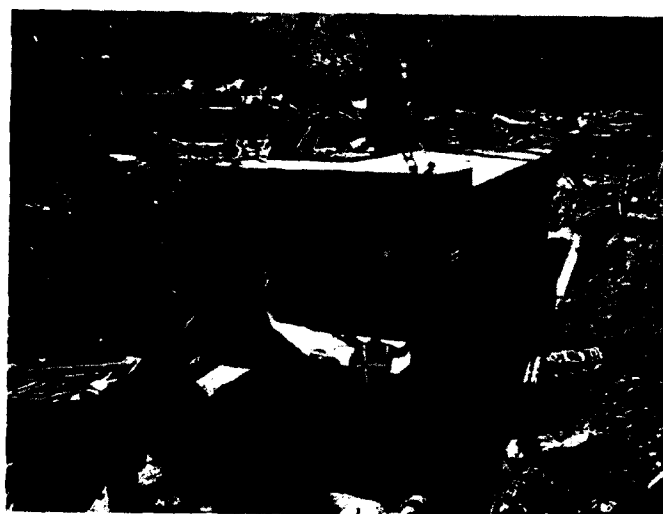
#### PARK CITY, UT

Bonanza Drive is a main high traffic volume arterial road in Park City located between Highway 248 (Kearns Boulevard) and Highway 224 (Deer Valley Drive). The project included the installation of an 8-inch and 12-inch ductile iron pipe at depths ranging from 10-25 feet deep. Construction included a full roadway reconstruct along with an 8-inch sewer line. Stanley Consultants' CM team inspected the installation of a storm drain system and signals. Our team also supervised the required environmental work, which consisted of excavation, transport and disposal of all toxic soils to the approved site, stream alteration work monitoring in adherence to permits, and detailed utility coordination with all major utilities and their designated sub-contractors.



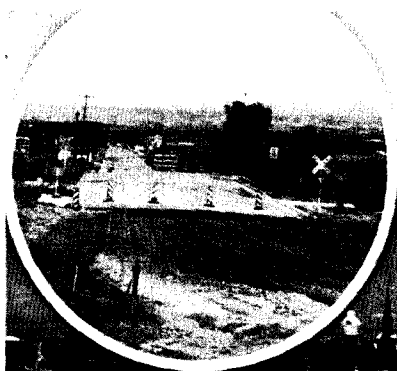
Sewer Line Casng Installed 20-feet Below Finished Grade

Stanley Consultants meticulously reviewed and monitored the contractor's schedule to verify that the work would be completed within the short construction season. Complex planning and activity coordination with Questar, Qwest, Rocky Mountain Power, Comcast, and their designated sub-contractors was required. The project included the complete removal and replacement of curb, gutter, sidewalk, street lighting, and pedestrian crossings. Stanley Consultants monitored the project's periodic lane closures and extensive MOT activities. We also provided partnering and public outreach assistance throughout this busy commercial and residential area.



Cast-in-place Pedestrian Tunnel, Bonanza Drive

Client: Park City Municipal Corporation  
Contact: Matt Cassel, PE  
435.640.6409  
Date of Service: 2010  
Services Contract Amount: \$599,893



# APPENDIX



## Cole Peck

### Construction Observer

Professional experience since 2006.

#### EXPERIENCE SUMMARY

Cole has worked as a field inspector and tester since 2006. He has an aptitude for quality construction and is responsible for inspecting public infrastructure and roadway projects. His inspection experience includes monitoring the construction and installation of roadways, sanitary sewer lines, culinary water lines, storm drain systems, signals, curb, gutter, sidewalks, and utility lines. He is proficient with APWA Standards and Specifications, city processes, and requirements. He works well with contractors and understands construction performance requirements. Cole is traffic control maintainer certified and is experienced in making sure the contractor's traffic control plan is set up per the approved traffic control plan. He has inspected multiple ADA ramps and knows the specifications required to meet federal standards.

#### PROFESSIONAL RECOGNITION

##### **Utah Department of Transportation; January 2012 Technician of the Month**

UDOT stated that Cole is always punctual, reliable, and rarely takes time off from work; and because of this, you can count on him for a variety of tasks. Cole has knowledge of numerous areas on the job. When it comes to concrete, ATMS, signals, drainage, and utility, Cole can do it all. He is excellent at keeping his supervisors informed of issues, progress or general goings on that occur each day. If there is a problem he immediately calls the appropriate people. Cole has no problem doing his job and making decisions that are the right for the job, even if it's not the popular one. He has integrity, and works diligently to achieve project success.

#### PROJECT EXPERIENCE

**On-Call Construction Staff Augmentation Mountain View Corridor (2010); UDOT Region 2; Salt Lake County UT**—Inspector responsible for inspection and testing on the contractors work that included materials testing, utility installation, ATMS, signals, and lighting. Performed density and concrete testing and recorded results. Coordinated with the Engineer-in-charge, Materials Lab, Public Involvement Managers, UDOT, and FHWA representatives. Partnered with the contractor to maintain a positive work environment and make sure that construction was installed with quality.

- Diploma, High School Diploma, 2006
- UDOT WAQTC #161670
  - Sampling Reduction & Density (SRDTC), exp. 12-May-14.
  - Concrete (CTT), exp. 15-May-14.
  - UDOT/IQP Training Level 1.
  - Partnering Training Phase 1 and 2.
  - Nuclear Testing Certification, UT # 1800139, 01/22/2008.
  - HazMat Certification, USDOT and IATA exp. 02/19/2011.
  - ACI Concrete Field Testing Technician-Grade 1, cert. 05/15/2009, exp. 05/15/2014.
  - CAWI certified associate welding inspector
- Utah Department of Transportation Technician of the Month; January 2012.

## Cole Peck

Construction Observer



**SR-209; 9000 South and 700 West CEM; UDOT, Region 2; Sandy, UT**—Inspector responsible for measurements and payment of quantities. Inspected and tested materials for embankment, drainage systems, ATMS, signal systems, curb and gutter, sidewalk, HMA, and traffic control. The project provided an additional third thru lane on 9000 South from 450 West to the Jordan River Bridge in both the east and west directions; exclusive right turn lanes were added to three of the four legs at 700 West; and sidewalks were also built. The intersection of 700 West was widened to alleviate an existing misalignment and removing a slope hazard in the northwest corner. Sandy City's Mayor and Council awarded this their project of the year.



9000 South 700 West Completed

**I-80; State Street to 1300 East Construction Engineering Management; UDOT Region 2; Salt Lake City, UT**—Inspector responsible for MSE inspection and concrete testing; noise wall and retaining wall inspections; sound wall inspections. Work required ACI certified inspections. Inspected curb, gutter, and sidewalks, and tracked all quantities for the work.

**Bonanza Drive Phase 2; UDOT, Region 2; Park City, UT**—Inspector responsible for the roadway inspection for grade and paving, materials testing and inspection on soils and concrete. Accountable for all UDOT documentation and inspection logs, daily journal, and quantities. Cole recognized and addressed design issues related to lighting foundations and conflicts with the ground rods. The design drawings did not take into account the 8-foot drive. Worked with the City and design team to determine an acceptable solution for construction and installation of the City's ornamental light fixtures. The solution included a euphagram coil in the bottom using a single wire conduit.



Utility Coordination on Bonanza Drive

**Pioneer Crossing; UDOT Region 3; Lehi, UT**—Inspector Provide sampling, inspection, and testing for all curb, gutter, and sidewalk on the project. Determined a problem with the concrete materials mix. During the process of problem solving, Worked with the contractor to isolate the problem using quality control air meters. Demonstrated his knowledge with equipment calibration and use of Stanley Consultants materials testing equipment. Provided knowledge and resource to the contractor and the material supplier in the process of elimination to determine the cause for a "bad mix." Capabilities determine that the concrete plant's equipment was not calibrated, therefore causing inconsistencies in the air mixes.

## Louis Watkins

### Construction Observer

Professional experience since 2009.

#### EXPERIENCE SUMMARY

Louis has worked as a field inspector and tester since 2009. He excels in his ability to read and interpret plans and specifications. Louis works to ensure that all materials placed on a project are approved to be used on a project before they are incorporated on-site. He is a skilled communicator and efficiently anticipates and resolves potential problems. Louis has worked on new roadway alignments and existing roadway projects which included installing sewer lines, culinary water lines, storm drain systems, granular borrow, asphalt, curb, gutter, sidewalk, and signals. He has an aptitude for quality construction and is responsible for inspecting public infrastructure and roadway projects. His inspection experience includes monitoring the construction and installation of local government roadways, sanitary sewer lines, culinary water lines, storm drain systems, signals, curb, gutter, sidewalks, and utility lines. He is proficient with APWA Standards and Specifications, city processes, and requirements. He works well with contractors and understands construction performance requirements.

#### PROJECT EXPERIENCE - PREVIOUS FIRM

##### **Mountain View Corridor, UDOT Region 2, Various Cities, UT—**

Inspector responsible for the inspection and testing of the installation of various utilities including; sanitary sewer, culinary water, pressurized irrigation, intermediate and high pressure gas lines, power lines, fiber optic lines, and traffic signal systems. Worked with the contractor and various city inspectors to make sure city standards were being followed. When required, performed concrete and soils testing. Tracked quantities, production rates, and equipment used for the installation of each of the utilities.

- Dixie State University, St. George, UT
- (24 Credits)
- Snow College, Ephraim, UT (18 Credits)
- IQP
- Partnering I, II, and III
- WAQTC
- ACI Field Testing Technician
- ACI Concrete Strength Testing Technician
- SRDT
- PCI Level
- IECS



## **CITY OF WEST JORDAN**

### **REQUEST FOR PROPOSALS For Construction Management Services for 5600 West Improvement Project Phase 2B**

#### **INTRODUCTION**

The City of West Jordan requests proposals from Professional Consulting Engineering Firms and Construction Management Firms or Parties for construction Management Services for a utility and roadway improvement project on 5600 West Street from 7800 South to 7000 South, including work in 7800 South from 5490 West to approximately 6100 West.

#### **BACKGROUND**

5600 West Street is an arterial street that is not presently connected between 7800 and 7000 South. The City of West Jordan commissioned Phase 1 of the new street construction last summer and fall, work that included all underground utilities. The Phase 1 work will be completed in early 2014, and the City is currently receiving bids for the remainder of the work, or Phase 2B. Phase 2A work was conduit and utility box installation to allow Rocky Mountain Power to relocate and bury their power lines in preparation for the final road construction.

The City now needs to hire a consultant to inspect the work in a quality assurance role, track all on site construction according to City codes and specifications, attend construction progress meetings, document all progress of the work through inspection reports, videos, pictures, lab testing results, and coordinate the field work with all city departments. The work will require inspection of culinary water systems, sanitary sewer systems, storm drain elements including pipeline and detention basin construction, irrigation inspection, road construction inspections including all roadway materials, signal construction coordination, and other work as assigned. The City anticipates a 10 month window for construction and construction close-out.

#### **PROJECT DESCRIPTION**

The entire project consists of observation, inspection, and quality assurance for the following City systems:

1. Sanitary Sewer – pipelines, laterals and manholes.
2. Culinary Water – pipelines, valves, blow offs (both temporary and permanent), service laterals, sample stations, and vaults.
3. Storm Drain – pipelines, structures, gutter inlets, manholes and combination boxes, detention facilities including landscaping and irrigation systems.
4. Road facilities – excavation, geo-synthetic fabric and liners, granular borrow road base course, asphalt, curb, gutter and sidewalks, ADA ramps, conduits for traffic signals and traffic signal placement, striping and signage.

The consultant shall inform the engineer of any deviations from the approved project technical

specifications per the City of West Jordan standard specifications (APWA 2012 Orange Book, as modified) and/or special project specifications included in the plan set.

### **PROJECT OBJECTIVES**

The object of this project is to ensure proper construction of all City systems included above and provide proper reports, notes, pictures, videos, testing report review of results from third party testing companies. Consideration shall be given to firms or individuals who have past experience with City construction inspection.

### **SCOPE OF WORK**

Provide the City with detailed costs for one full time inspector for the length of the construction contract. Assume 270 days plus one month for project closeout (320 calendar days). Provide office overhead and administration costs as needed. The following items would be required:

- Transportation to job site.
- Camera and video recorder.
- Knowledge of City reports, inspection methods, APWA 2012 specifications, City standard drawings and project drawings.
- Weekly construction meeting attendance.
- Coordination with City Encroachment Specialist for traffic control approvals..
- Daily construction inspection reports submitted in a .pdf format. The City may provide the forms, but the inspector will need the proper Adobe Acrobat software.
- Daily coordination with City Utility departments for geographical positioning system surveys of various installed system components prior to backfilling operations.
- Review and approval of all pay request quantities, including daily receipt of all job tickets from production plants.
- Review all test results from both contractor (quality control) and third party (quality assurance) testing agencies. Coordinate scheduling and use of third party quality assurance testing.
- Change Order tracking, log of contractor hours, materials and equipment to complete change orders.
- Daily tracking of construction progress on the project plans and documents. Drawings used during construction will be both small scale 11" x 17" format, and large scale 24" x 36" sheets.
- Final inspection coordination with all City departments.
- Final close out documentation review, prepare final punch list and ensure contractor completion of same, video review and acceptance for gravity pipelines, acceptance recommendation, and all final approvals for the project.

### **SCHEDULE**

The project will begin in mid to late February, with the consultant expected to begin on March 3<sup>rd</sup>, 2014. The City of West Jordan will fund the inspection of the project.

## **APPROVALS**

This contract will require the approval of the City Council of the City West Jordan on February 26<sup>th</sup>, 2014.

## **PROPOSAL FORMAT**

The proposals should contain the following information in the general order listed, and should not exceed six (6) pages in length:

1. Introductory letter (does not count toward 6 page total).
2. A description of the project team or individual and the qualifications of the same to complete this project (Resumes of each project team member or individual should be included in proposal appendix).
3. Identify the availability of the project personnel by showing the percent of time the team members have to work on this project. Identify key personnel critical to the project's completion.
4. A detailed scope of work prepared by the consultant including a summary of the deliverables to be provided to the City.
5. A summary spreadsheet, to be included in the proposal separately from the sealed fee proposal, of the amount of time in hours estimated to be spent on each task identified in the scope of work and the classification of personnel to be used. The spreadsheet shall show the hours to be spent on each task and the classification of personnel to be assigned to do each task.
6. Information about other work performed by the consultant or individual on projects similar to this project and at least three references from other clients with whom the consultant has performed similar services.
7. In a separate sealed envelope, provide a single copy of the proposed project fee to complete the project with subtotals by task as identified in the scope of work. Also, include the hourly rates charged for individuals identified on the project team and a summary of all the additional reimbursable expenses considered necessary to complete the study.
8. A City conflict of interest form must be filled out and returned with the proposal (does not count toward the six page total).

## **ENGINEERING INSPECTION CONSULTANT QUALIFICATION**

Engineering inspection consultants that will be given consideration must meet the following conditions:

1. Submit a complete proposal including all items requested.
2. Consultant must list the number of projects inspected within the past five years.
3. Consultant must list the number and description of APWA specified projects inspected within the past three (3) years.
4. Consultant must list all proposed field staff on the project with current certifications such as flagger safety training, OSHA certifications, APWA certification or experience, NICET certifications, and /or UDOT certifications, or other certifications.

## **EVALUATION OF PROPOSALS**

The successful consultant will be selected in accordance with the City procurement policy. Selection criteria to be used by the selection team include the following:

1. Appropriate level of training, experience, and expertise of key project personnel.
2. Ability to perform the work with respect to availability of key personnel, present workload, and available equipment, resources, and facilities.
3. Past performance on similar projects for other agencies and for the City in particular.
4. Local office, local firm presence and availability of project personnel for meeting and communicating with City personnel.
5. Previous work that reflects special expertise or groundwork available for the proposed project.
6. The professional fee proposal.
7. The quality of example drawings from previous projects.

The evaluation process will be based solely on these factors. No other factors or criteria will be used in the evaluation. The evaluation process will include a numeric-scoring sheet as follows:

1.	Experience, qualifications, availability, location.	50 %
2.	Demonstrated understanding of the project.	10 %
3.	Scope of work to deliver the desired end product.	10 %
4.	Cost proposal.	<u>30 %</u>
		100 %

## **CITY CONTACT INFORMATION**

David M. Murphy, P.E.	Greg Davenport, P.E.
CIP Manager	City Engineer
Phone 801-569-5074	Phone 801-569-5077
Fax 801-569-5127	Fax 801-569-5127

## **KEY DATES, ADDRESSES AND INSTRUCTIONS**

Four (4) copies of the Proposals must be delivered to:

CITY OF WEST JORDAN  
City Records Office  
8000 South Redwood Road  
West Jordan, Utah 84088

**DUE DATE: February 18, 2014 10:00 A.M.**

- Clearly label the outside of your envelope: "5600 West Construction Management Services".
- Any proposal received after that date and time will not be accepted.
- The City will not accept proposals via facsimile.

Questions regarding this RFP should be faxed directly to: David Murphy or Greg Davenport no later than February 12, 2014. The fax number is 801-569-5127.

There should be no contact made with members of the West Jordan City Council, the Mayor, or any other city official other than David Murphy or Greg Davenport regarding this Request for Proposal.

### **OPENING OF PROPOSALS**

Receipt and Registration of Proposals will be handled by the City Recorder. On the closing date and time, proposals shall be opened publicly, identifying only the names of the offering firm or individual.

Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and **will not be opened**. Facsimile transmitted proposals will not be considered.

If only one proposal is received in response to the RFP, the purchasing agent, based on feed-back from the department, may either make an award or, if time permits, re-solicit for the purpose of obtaining additional proposals.

### **FORMATION OF THE AGREEMENT WITH THE SELECTED APPLICANT**

After selecting an applicant, the City may conduct additional negotiations with the applicant to arrive at a best and final offer. When both parties are in agreement, a contract will be awarded.

### **REJECTION OF PROPOSALS**

The City reserves the right to reject any or all proposals received, and to select the proposal deemed to be the most advantageous and in the best interest of the City. Non-acceptance of a proposal will mean that one or more others were deemed more advantageous to the City or that all proposals were rejected. Applicants, whose proposals are not accepted, will be notified after a binding contractual agreement between the City and the selected applicant is executed, or when the City rejects all proposals.

### **PROPOSAL VALIDITY TIME**

Proposals containing less than 60 days acceptance time will not be considered.

### **PROPRIETARY INFORMATION**

Applicants may mark any specific information contained in their proposal which they wish considered as proprietary and not to be disclosed to the public. All proposals submitted become the property of the City and will not be returned.

### **INCURRING COSTS**

West Jordan City will not be liable for any cost which applicants may incur in the preparation of their proposals. Proposals should be concise, straightforward, and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required.